

A. G. Contract No. KR891153TRD
ECS File: JPA 89-75
Project: 077 PN 114 H2662 01C
Section: State Route 77
Oracle Jct. - Globe Highway
Town of Mammoth

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF MAMMOTH

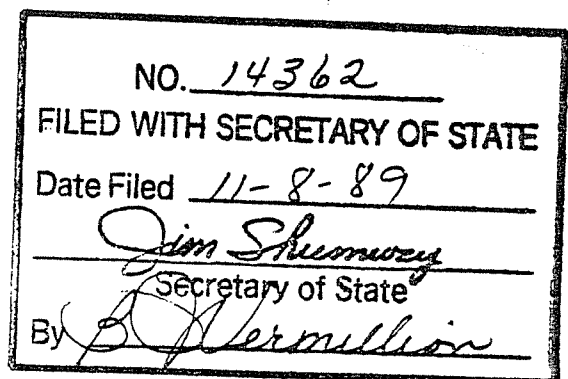
THIS AGREEMENT is entered into 8 November, 1989
pursuant to Arizona Revised Statutes Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
TOWN OF MAMMOTH, acting by and through its Town Council, (the
"Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The Town is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the Town.

3. It is to the mutual advantage of the State and the
Town to landscape certain areas within the right of way on
State Route 77 at the following location:



From centerline roadway station 1190+00 to centerline roadway station 1196+00, a net distance of approximately .11 miles.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare Landscape Architectural plans for the landscaping and irrigation project and submit them to the Town for approval.
2. After Town approval of the plans, the project will be constructed by the Town, using Town funds. Upon completion of the work, the State shall reimburse the Town 75% of the landscape contract costs, not to exceed 75% of the project cost estimate. Town shall be responsible for contractor claims for extra compensation attributable to Town by State.
3. The Town shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.
4. The Town shall furnish all water for landscape installation during the construction phase, and all water hereafter necessary to properly maintain the landscape, all at the Town's expense.
5. After construction, the Town shall maintain the landscaping and irrigation system within the right of way and shall furnish all electrical power necessary to maintain the landscaping within the right of way.
6. The Town hereby agrees to maintain the landscaping and irrigation system. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, testing, adjusting, repairing and operation of the irrigation system and the repair of all erosion to maintain the final grade established at the completion of the project. The Town will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's Traffic Control Manual for Highway Construction and Maintenance.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon the giving of 60 days written notice. It is understood and agreed that, in the event this agreement is terminated by the Town, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

Town of Mammoth
Town Manager
Town Hall - 125 N. Clark Street
Mammoth, AZ 85618

7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

TOWN OF MAMMOTH

STATE OF ARIZONA

Department of Transportation

By Rudy Vindiola
RUDY VINDIOLA
Mayor

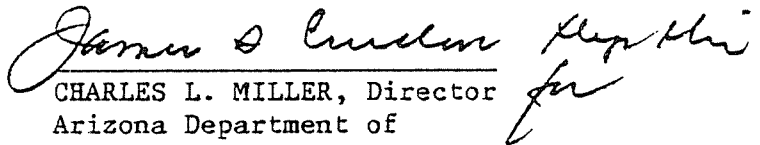
By Gary K. Robinson
GARY K. ROBINSON
Chief Deputy State Engineer

1889j
24OCT

RESOLUTION

BE IT RESOLVED on this 28th day of April 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Town of Mammoth for the purpose of landscaping certain areas within the right of way on S.R. 77.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.


CHARLES L. MILLER, Director
Arizona Department of
Transportation

RESOLUTION NO. 239

A RESOLUTION OF THE TOWN OF MAMMOTH, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE TOWN OF MAMMOTH TO WIT:

AG CONTRACT NUMBER: KR891153TRD
ECS FILE: JPA89-75
PROJECT: 077PN114H266201C
SECTION: STATE ROUTE 77 ORACLE JUNCTION-
GLOBE HIGHWAY, TOWN OF MAMMOUTH,
FOR THE COMPLETION OF CERTAIN
LANDSCAPING ALONG SAID HIGHWAY.

WHEREFORE, the Town Council of the Town of Mammoth has determined that certain areas along State Route 77 from Center-Line Roadway Station 1190 + 002 to Center-Line Roadway Station 1196 + 00 are in need of landscaping; and

WHEREAS, the State of Arizona has offered to enter into an intergovernmental agreement with the Town of Mammoth through which seventy-five percent (75%) of the landscape contract costs will be reimbursed to the Town of Mammoth for said landscaping; and

WHEREAS, the State of Arizona will also provide landscape architectural plans for said project and the Town will provide the necessary labor and will agree to install necessary water services; and

WHEREAS, said landscaping and intergovernmental agreement are in the best interests of the Town of Mammoth:

NOW, THEREFORE, BE IT RESOLVED that it is in the best interest of the Town of Mammoth to enter into an intergovernmental agreement with the State of Arizona for purposes of landscaping those certain areas described above within the right of way on State Route 77 and;

BE IT FURTHER RESOLVED, granting and authorizing the Mayor and Town Clerk the power to execute any and all agreements or documents in order to effectuate the intent of this resolution.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect from after its date of signing.

APPROVED BY THE TOWN COUNCIL THIS 18 DAY OF July, 1989.

R. P. Indick
MAYOR

ATTEST:

Colin Post
TOWN CLERK

APPROVED AS TO FORM AND CONTENT
this 18 day of July, 1989

Robert D. [Signature]
TOWN ATTORNEY



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR891153TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 2nd day of November, 1989.

ROBERT K. CORBIN
Attorney General

A handwritten signature in black ink, appearing to read "James R. Reilly", written over a horizontal line.

Assistant Attorney General
Transportation Division

0685G